

**N961666 OIL, GAS AND MINERAL LEASE**

THIS AGREEMENT made this 24th day of October

ZENITH DRILLING CORPORATION, INC.

11/18/92 00029829. NY61666 \$ 9.00

lessor (whether one or more), whose address is: **Fourth Financial Center, 100 N. Broadway, Wichita, KS 67202**  
and **William E. Brock, Inc.** **Witnesseth:**

and William E. Brock, Inc., \_\_\_\_\_ Dollars, receipt  
of which is hereby acknowledged, and of the covenants and agreements of lessor hereinafter contained, does hereby grant, lease and let unto lessee  
the land covered hereby for their purposes and \_\_\_\_\_ Dollars, receipt  
to contribute to those mentioned, together with the right to make surveys on said land, lay pipe lines,  
culverts and all other facilities for surface or subsurface disposal of salt water, construct roads and bridges and build electric power stations,  
telephone lines, employee houses and other structures on said land, wherever needed for the carrying out of the purpose herein stated. The land covered hereby,  
treating, storing and transporting minerals produced from the land covered hereby or by any other land adjacent thereto. The land covered hereby,  
herein called "said land", is located in the County of \_\_\_\_\_ Harris State of \_\_\_\_\_ Texas, and is described as follows:

986.3306 acres of land, more or less, being a part of a 1,000 acre tract of land, more or less, Richard and Robert Vince Survey, A-76, and more particularly described in a Deed dated June 4, 1920 recorded in Volume 451, Page 615 of the Deed Records of Harris County, Texas, LESS AND EXCEPT two tracts of land, a .3570 acre tract and a 13.3124 acre tract, being included within the American Hunter, Sam Houston 680 Acre Gas Unit filed for record on January 27, 1989 bearing file number 138-75-2350.

Wherever in this lease the fraction one-eighth appears shall be deleted and inserted with the fraction one-sixth

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and now owned or claimed by Lessor by litigation, prescription, possession, or otherwise, and included in or to the land which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete and accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain the amount of acreage in any tract or tracts shall be deemed to be the true:

986.3306 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessee agrees the bonus is in full consideration for this lease and all covenants and obligations hereunder. Three (3)

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of ~~ten (10)~~ years from the date hereof, hereinafter called "primary term," and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

[illegible]

105- NORTH MAIN, WICHITA, KANSAS 67202

or its successors, which shall continue as the depositor or depositors of advances in the ownership of shut-in royalty. If at any time that lessee pays or renders shut-in royalty, two or more parties may claim to be entitled to receive same, they may, in lieu of any other method of payment herein provided, pay such shut-in royalty to the member above specified, either jointly or separately to each, in accordance with their respective ownership interest, as lessee may elect. Any payment hereunder may be made by check or draft of lessee payable to the order of the party entitled to receive payment or to a depository bank provided for advance payment by check or draft of lessee, and delivered to the party entitled to receive payment or to the depository bank in the event of no payment before the next date for payment. Nothing herein shall obligate lessee to release as provided in paragraph 7 hereof all or part of the amount of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then-owner or owners of this lease severally as to acreage owned by each.

[illegible]

5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or parts of the production hereunder, and thereby be relieved of all obligations as to the released acreage or interest.

6. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, cementing, fracturing, hydraulic fracturing, acidizing, or any other operations necessary or desirable to obtain production of oil, gas, sulphur or other minerals from the land.

6. Whenever used in this lease the word "operations" shall mean all operations, including, but not limited to, prospecting, drilling, reworking, re-completing, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other minerals, whether or not in paying quantities.

Lease shall have the use, free from royalty, of water, other than from lessor's water wells, and of oil and gas produced from said land in connection with the operations on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, and the right to remove the same without the consent of the Lessor. Lessee

114-45-1273

8. The rights and interests of any party hereto may be severed from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalty, or other moneys, or any part thereof, however effected, shall increase the obligations or diminish the rights of the lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof, or to the lessee, its successors or assigns, no change or division in the ownership of said land or of the royalty, or other moneys, or the right to receive the same, however effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by lessor or lessor's heirs, successors, or assigns, notice of such change or division, supported by either original or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.

9. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. If this lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, but in no event less than forty acres; such acreage to be designated by lessee as early as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but lessor agrees that lessee shall have the right at any time to pay or reduce same for lessor, either before or after maturity, and be subrogated to the rights of the holder thereof to and to deduct amounts so paid from royalties or other payments payable or which may become payable to lessor and/or assigns under this lease. If and to the extent lessor's interest in the oil, gas, sulphur, or other minerals in or under any part of said land than the entire and undivided fee simple this lease covers a less interest in the oil, gas, sulphur, or other minerals, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as lessor.

11. If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of lessee, the primary term hereof shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

ZENTH DRILLING CORPORATION

Identification Number

BY: Sherrill Compton  
SHERRILL COMPTON, VICE-PRESIDENT  
STATE OF SEDGWICK  
COUNTY OF KANSAS

48-0723188  
INDIVIDUAL ACKNOWLEDGMENT-TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared SHERRILL COMPTON, known to me to be the person whose name is subscribed to the foregoing instrument as VICE-PRESIDENT OF ZENTH DRILLING CORPORATION, and acknowledged to me that he executed the same as his free act and deed for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said

Given under my hand and seal of office this 21ST day of OCTOBER, 1992  
My Commission Expires 12-15-92

Sharon R. Allen  
SHARON R. ALLEN  
Notary Public in and for the State of Texas  
Notary's Printed Name

STATE OF  
COUNTY OF

INDIVIDUAL ACKNOWLEDGMENT-TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is (are) subscribed to the foregoing instrument, and acknowledged to me that he executed the same as \_\_\_\_\_ free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
My Commission Expires \_\_\_\_\_

Notary Public in and for the State of Texas  
Notary's Printed Name

STATE OF  
COUNTY OF

HUSBAND AND WIFE ACKNOWLEDGMENT-TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_ and \_\_\_\_\_, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
My Commission Expires \_\_\_\_\_

Notary Public in and for the State of Texas  
Notary's Printed Name

Gas and Mineral Lease

TO: Wm E. Bruck  
FROM: ZENTH DRILLING CORPORATION  
DATE: 5/19/10, H&W

County \_\_\_\_\_  
Instrument was filed for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ at \_\_\_\_\_  
M. and duly recorded in \_\_\_\_\_  
Page \_\_\_\_\_  
records of this office  
County Clerk  
Deputy  
When recorded return to \_\_\_\_\_

FOUND PRINTING & STATIONERY COMPANY  
11511 Fannin, Houston, Texas 77021 (713) 659-3159

114-45-1274

ADDENDUM

Attached to and being made a part hereof that certain Oil, Gas and Mineral Lease dated October 24, 1962 by and between lessor and William E. Brock, Lessee

13. Notwithstanding anything herein to the contrary, it is agreed that should this lease be maintained in force at or after the expiration of the primary term solely by operations on of production from a pooled unit or units embracing land covered hereby and other land, such operations or production will maintain this lease only as to the acreage embraced in such unit or units. This lease may be maintained as to acreage not included in such unit or units in any manner provided herein; however, if at or after the end of the primary term this lease is being maintained in force as to a portion of the land solely by such operations on or produced from such unit or units, Lessee may continue to maintain this lease in force as to acreage not embraced in such unit or units by paying as rental the sum of \$10.00 per net mineral acre on that portion of the lease that is not included in such unit or units. The payment may be made to lessor before the expiration of the primary term or if such unit becomes effective within 60 days prior to the end of the primary term the payment may be made within 60 days after the effective date of such unit, and said payment shall maintain said acreage for a period of 12 months from and after the expiration of the primary term. All provisions of the lease relating to the payment of shut-in royalties shall apply equally to this payment, including, but not limited to, the provisions regarding changes of ownership. In like manner and upon like payment or tender annually, acreage not embraced in a unit or units may be maintained. In no event shall acreage not embraced in a unit or units be maintained in this manner for a period in excess of 2 years beyond the end of the primary term.

14. Notwithstanding anything hereinabove to the contrary, and there is excepted herefrom and reserved to the Lessor herein, all uranium, coal, lignite, fissionable materials, and all bentonite, clay substances. It is specifically understood and agreed that this lease covers only oil, gas, sulphur and associate liquid or liquefied hydrocarbons but this lease does not cover or include any other minerals, with all other minerals being reserved to the lessor herein. Accordingly, the words "oil, gas" when used herein shall mean oil, gas, sulphur and associated liquid or liquidifiable hydrocarbons, and the words "all other minerals" whenever used herein shall be stricken from the lease, so that "all other minerals" as defined herein are reserved to the lessor.

ZENITH DRILLING CORPORATION

*Sherrill Compton*  
Signed for Identification:  
SHERRILL COMPTON, VICE-PRESIDENT

RECORDER'S MEMORANDUM:  
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockoffs, additions and changes were present at the time the instrument was filed and recorded.

114-45-1275

92 NOV 18 AM 11:03

FILED

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL  
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW  
THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number  
Sequence on the date and at the time stamped herein by me; and was  
duly RECORDED in the Official Public Records of Real Property of  
Harris County, Texas on

NOV 18 1992



*Paula Roddenberry*  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS